

City of Long Beach
Working Together to Serve

Department of Public Works

REQUEST FOR QUALIFICATIONS
for
THE PREPARATION OF
ENVIRONMENTAL DOCUMENTATION
FOR
LONG BEACH AIRPORT
TERMINAL AREA IMPROVEMENTS

Release Date: **November 27, 2002**

Pre-submittal Conference and Site Visit: **December 11, 2002**

Submittal Deadline: **December 20, 2002**

Estimated Commencement Date: **January 27, 2003**

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REQUEST FOR QUALIFICATIONS

for

THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION FOR LONG BEACH AIRPORT TERMINAL AREA IMPROVEMENTS

The City of Long Beach desires to engage the services of a consultant/team to prepare environmental documentation for Terminal area improvements at the Long Beach Airport. The improvements include new holdroom and office facilities to the south and north of the existing holdroom, expanded security screening facilities, expanded and improved baggage claim facilities, new concession areas, new parking structure, modifications to the existing parking structure and surface lots, traffic and pedestrian circulation improvements, and expansion of the air carrier ramp for the parking of commercial air carrier and commuter aircraft.

1. INTRODUCTION

This RFQ is intended to procure professional services for the preparation of environmental documentation for Terminal area improvements at the Long Beach Airport. The consultant/team shall determine the appropriate documentation required by CEQA and NEPA. For purposes of this RFQ, it is assumed that the appropriate CEQA documentation will be an Environmental Impact Report (EIR) and the appropriate NEPA documentation will be an Environmental Assessment (EA).

1.1 LONG BEACH AIRPORT PERTINENT BACKGROUND

In 1981, the City of Long Beach adopted its first noise control ordinance which limited air carrier flights to 15 per day and required air carriers to use quieter airplanes and equipment. In 1983, several commercial airlines challenged the ordinance in federal court. The court entered a preliminary injunction prohibiting the City from reducing the number of daily carrier flights below 18.

Following the 1983 injunction, the City formed a task force and conducted a study of noise and other airport operations pursuant to Federal Aviation Regulations. The task force recommended allowing air carrier flights to increase to 41 per day so long as certain noise limits could be met. In 1986, the City adopted a second noise control ordinance which established noise limits and restricted the number of air carrier flights to 32 per day. The federal court refused to allow the "second" ordinance to go into effect after the air carriers claimed that the limitation on the number of flights was too restrictive. The federal court ultimately ordered the City to permit the 41 airline flights per day.

The City appealed the federal court's order and in January 1992, the Ninth Circuit Court of Appeal upheld the trial court's decision, ruling that certain procedural defects in the ordinance made it legally unenforceable.

In an effort to resolve the protracted litigation without further contested proceedings, the City and the airlines entered into a stipulated settlement in October 1994. The court approved the settlement and entered final judgment on June 13, 1995.

As a result of the settlement, the City was permitted to enact Chapter 16.43 of the Municipal Code. Chapter 16.43 permits air carriers to operate a minimum of 41 flights per day while commuter carriers are permitted to operate a minimum of 25 flights a day. There are provisions in the ordinance allowing the number of flights to be increased if the air carrier flights and commuter flights operate below their respective Community Noise Equivalent Level (CNEL) limits.

In 1990, while the City's appeal to the Ninth Circuit Court of Appeal was pending (and before the settlement was reached), Congress passed the Airport Noise and Capacity Act (ANCA) which was adopted to limit an airport operator's right to control Stage 3 aircraft. ANCA's specific objective was to bar local municipalities from imposing new restrictions on aircraft operation without complying with significant procedural requirements, and, in the case of proposed Stage 3 aircraft, without obtaining express federal approval. Included within the ANCA legislation is a "grandfather" provision which permits Long Beach to continue to enforce the flight and noise restrictions which are currently contained in Chapter 16.43.

The Airport's permitted flight activity under Chapter 16.43 of the Municipal Code has been reviewed pursuant to CEQA requirements via a certified EIR (SCH 860 12911) and most recently a Negative Declaration ND-19-94 in February of 1995.

1.2 PROPOSED AIRPORT TERMINAL AREA IMPROVEMENTS

Chapter 16.43 of the Municipal Code limits overall airport noise, yet allowed for growth in airline service. As a result, since August of 2001, the Long Beach Airport has seen its passenger level rise from under 600,000 passengers per year to almost 3,000,000 passengers per year. The probable forecast for passengers, utilizing the allowed minimums of the 41 air carrier flights and 25 commuter flights, is over 3,800,000 annual passengers.

The air carriers currently utilizing the Long Beach Airport include three cargo operators (total of 5 daily flights), America West (5 daily flights), American Airlines (8 daily flights), and JetBlue (20 daily flights). JetBlue is scheduled to fly the remaining 4 air carrier flights in May of 2003. There are also three commuter flights currently being flown by Horizon.

Current facilities at the Airport were inadequate to accommodate the anticipated growth in passengers and, therefore, during the past year, the Airport constructed two

temporary holdrooms and a new bag claim area, permitted by a Negative Declaration and a Categorical Exemption, respectively.

However, while the temporary facilities have allowed the Airport to marginally function, the Airport continues to lack the necessary facilities to provide reasonable passenger comfort and convenience, facilities to accommodate the changing federal security screening requirements, and capacity for the growing numbers of airline employees and security personnel.

The Airport has worked with various consultants over the last several years to plan and design improvements necessary to provide a reasonable level of service to passengers and the facilities necessary for Airport, airlines, and security personnel and their operations. Resulting from these analyses and designs, are the various components of the Airport Terminal Area Improvements.

These proposed improvements are to replace the two temporary holdrooms with permanent, larger structures, and provide concessions in the holdrooms not currently available past security screening, to provide office space, to provide a new bag claim area with amenities not currently available, to provide an increase in the security screening area necessary to provide for the Transportation Security Administration's new security screening requirements, to provide a new parking structure and improvements to the existing parking structure, to improve traffic and pedestrian circulation, and to expand the air carrier ramp for the parking of commercial air carrier and commuter aircraft. A more detailed description of the above improvements is included in the Draft Scope of Work in Appendix A.

It is the intention of the Long Beach Airport to construct the above improvements to accommodate no more and no less than the forecasted number of passengers resulting from the number of flights permitted by Chapter 16.43 of the City's Municipal Code. Therefore, for environmental issues that were analyzed in the EIR that resulted in Chapter 16.43 of the Municipal Code, where the impacts would not change due to the fact that it is not proposed to modify the allowable number of flights (i.e., noise, air quality, traffic, etc.), appropriate background statements shall be prepared. For all other issues (i.e., aesthetics, land use, construction impacts, etc.), the consultant/team shall analyze the design alternatives for each impact and determine, where appropriate, mitigation measures or alternatives to lessen impacts.

It is anticipated that the improvements will be constructed with a mixture of Airport funds and federal grant funds, where eligible.

Prospective firms may want to review the following documents in preparation of their respective submittals and for oral interviews:

- a) Layout of the Terminal Area Improvements (included in Appendix C).
- b) Layout of Existing and Proposed Parking Structures and Surface Lots (Included in Appendix C).

- c) City of Long Beach Ordinance No. C-7496; Planned Development District No. 12 (included in Appendix C).
- d) City of Long Beach Ordinance No. C-7320
(available for review on the City's following Internet site/page:
<http://www.ci.long-beach.ca.us/cityclerk/lbmc/title-16/frame.htm>).

All other relevant documents, studies, and data will be provided to the selected consultant/team prior to the start of negotiations.

2. REQUIREMENTS FOR SERVICES

The draft Scope of Work for this contract is included in Appendix A of this RFQ. In summary, the selected consultant/team will provide services that may include the following:

- Review existing documents, studies and data relevant to the Terminal Area improvements.
- Perform necessary supplemental studies to support the EIR/EA determined necessary by the consultant/team.
- Conduct public hearings and outreach meetings.
- Conduct presentations at the City's Planning Commission, City Council, and Cultural Heritage Commission meetings.
- Prepare and process a legally sufficient Draft and Final EIR.
- Prepare and process a legally sufficient draft and final NEPA document.
- Respond to comments on the draft documents.

3. SCHEDULE OF RFQ EVENTS

The City reserves the right to amend, withdraw and cancel this RFQ. The City reserves the right to reject all responses to this RFQ at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all submittals. It is the goal of the City to select the consultant/team by **January 2003**. In preparation for that action, the following schedule of events has been prepared:

- Mandatory pre-submittal conference: **Wednesday, December 11, 2002 at 11:00 AM.**
- Deadline for submission of written questions to the City: **Monday, December 16, 2002 at 11:00 AM** (Faxed questions are acceptable).
- Statement of Qualifications are due no later than **Friday, December 20, 2002 at 4:00 PM.**
- Notification of the top ranked submittals for oral interview: **Week of January 6, 2003.**
- Top ranked proposers participate in oral interviews: **Week of January 13, 2003.**

The **mandatory pre-submittal conference** will be held on **Wednesday, December 11, 2002 from 11:00 AM to 12:00 PM** in the third floor conference room of Airflite located at 3250 Airflite Way in Long Beach. A map is included in Appendix D.

All requests for clarifications, changes, exceptions or deviations to the Scope of Work or terms and conditions set forth in this RFQ must be submitted to:

Ms. Rachel Korkos, Civil Engineer
Department of Public Works, City of Long Beach
Bureau of Engineering, 9th Floor City Hall
333 W. Ocean Blvd.
Long Beach, CA 90802

Office Telephone: (562) 570-6330 or (562) 570-2620
Facsimile: (562) 570-6012

The City of Long Beach will respond to all written questions by issuing a written addendum, which will be sent to all consultants who signed in at the pre-submittal conference or who register a request for such addendum.

Prospective firms are encouraged to promptly notify the City of Long Beach of any apparent inconsistencies in this RFQ and attachments.

4. PERIOD OF PERFORMANCE

Performance under a contract awarded pursuant to this RFQ is intended to commence after **January 27, 2003**. A written Notice to Proceed will be issued to the successful consultant/team subject to successful conclusion of contract negotiations. CITY reserves the right to modify the composition of and the scope of services requested through this RFQ.

The services for the Preparation of Environmental Documentation for the Long Beach Airport Terminal Area Improvements is subject to performance and termination sections described in the Sample Pro Forma Contract in Appendix B.

5. STATEMENT OF QUALIFICATIONS

Six (6) copies of the Statement of Qualifications, including one copy containing an original signature, must be provided no later than **Friday, 4:00 PM, on December 20, 2002**. Submittals received after this time will not be accepted and will be returned unopened. All submittals should be clearly marked with the submittal address as follows:

Department of Public Works, City of Long Beach
Office Of The City Engineer
Bureau of Engineering, 9th Floor City Hall
333 W. Ocean Blvd.
Long Beach, CA 90802

RE: Submittal for RFQ for the Preparation of Environmental Documentation
Long Beach Airport Terminal Area Improvements

6. COST OF RFQ PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any consultant/team preparing a submittal or portions thereof or by any selected consultant/team. Each consultant/team shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFQ. Pre-contractual expenses are defined as expenses incurred by consultants, if any, in:

- Preparing the Statement of Qualifications and related information in response to this RFQ.
- Negotiations with the City on any matter related to this procurement.
- Costs associated with interviews, meetings, travel or presentations.
- All other expenses incurred by a consultant/team prior to the date of award and a formal notice to proceed.

7. WITHDRAWAL OF STATEMENT OF QUALIFICATIONS

Statement of Qualifications may be withdrawn by written notice received by the City at any time prior to the submittal deadline.

8. GENERAL TERMS AND CONDITIONS

Appendix B contains a copy of the anticipated pro forma contract (Agreement).

Each prospective consultant/team is expected to review the general terms and conditions and acknowledge their acceptance of Appendix B in their Submittal Cover letter (or their objections to specific parts of Appendix B) as a mechanism to expedite the contract negotiation process. The City reserves the right to further clarify the terms and conditions. The intent of the City is to enter into an agreement with the selected consultant as soon as possible after the CITY COUNCIL has approved the selection. In the event of a delay in reaching a contract agreement, the offer of key personnel

identified in the RFQ shall be valid for 120 days after submittal of the Statement of Qualifications.

9. KEY PERSONNEL

It is imperative that the key personnel providing the requested services have the background, experience, and qualifications to prepare complete environmental documentation for the Long Beach Airport Terminal Area Improvements. The City reserves the right to approve all key personnel individually and all subconsultants for work on this contract. The consultant must identify all proposed key personnel. The Statement of Qualifications shall include a table for key personnel (i.e. direct report to the Project Manager) showing their availability to the Long Beach Airport Project and commitment to other projects.

All key staff shall be named in the contract. After the contract is signed, the consultant/team may not replace key staff without written agreement by the City. The City must approve replacement staff before a substitute person is assigned to the Long Beach Airport Project. City reserves the right to request that the consultant/team replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project. Replacement staff would be subject to City approval prior to assignment to the team.

10. OFFICE LOCATION/TRAVEL

There is no intention for consultant/team personnel to be housed at the City's office. The City does not intend to reimburse the Consultant for personnel relocation under this contract. Specialty staff identified in the submittals that are needed for specific assignments on this contract may, with City approval in advance, be eligible for reimbursement for all normal costs associated with travel outside their home office.

11. CONTRACT TYPE, OVERHEAD RATE AND FEE

The Proposed Fee for this contract will be based on a firm fixed hourly rates subject to an overall contract cap. The rates will be fixed for the duration of the AGREEMENT.

12. SCOPE OF WORK

A Draft Scope of Work is provided in Appendix A.

13. NEGOTIATIONS AND AWARD

Submittals will be evaluated by a panel comprised of City staff from relevant departments and/or bureaus. The City will negotiate with the person or entity whose Statement of Qualifications best meet the needs of the City. These negotiations will address a fair and reasonable price for services to be provided and the terms of any contract to be awarded as a result of this RFQ. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms of a contract, then the

City will end negotiations with that person/entity and will begin negotiations with the next person or entity who best meets the needs of the City, and so on until the City and one of the proposers reaches agreement.

14. PREPARATION OF STATEMENT OF QUALIFICATIONS

The Statement of Qualifications shall be signed and sealed by a duly authorized official of the prime consulting firm or firms. The Statement of Qualifications shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFQ.

15. REQUIRED FORMAT FOR THE STATEMENT OF QUALIFICATIONS

The City requires a specific format for the Statement of Qualifications. The Statement of Qualifications, not including the Appendices, shall not exceed 20 pages in length, utilizing 8.5" x 11" pages with one-inch margins. Font size shall not be smaller than 12 point for text and a minimum of 8 point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

15.1 Cover Letter

The cover letter shall be limited to two (2) pages maximum and will not be counted as part of the total page count for the submittal. The cover letter shall include a summary of the Statement of Qualifications, including a brief description of the proposed team firm(s), and other key staff. It shall make a commitment to accept the terms and conditions in the RFQ and Pro Forma contract, including acknowledgment of receipt of all amendments and/or addenda to the RFQ. If there are any exceptions, they shall be noted in the cover letter. Any requested exceptions shall include alternative language where applicable. Exceptions noted will be reviewed by the City Attorney's office early in the selection process. Should the requested exceptions and contract language changes be determined unacceptable by the City Attorney's office, the proposal will not be further considered by the selection committee. Therefore, it is incumbent upon the proposer to only request those exceptions and contract language changes that the proposer must legally have in order to enter into a contract with the City. The letter shall also identify a single person for possible contact during the RFQ review process.

15.2 Project Understanding and Approach

This section should demonstrate an understanding of the scope of services. It should describe the general approach, organization, and staffing needed to prepare the environmental documents. All sub-consultants and their roles

should be identified. The consultant shall include a matrix/summary identifying key personnel responsible for accomplishing all phases of the work.

15.3 Qualifications of Consultant/Team Staff

This section shall identify the qualifications and related experience of key and significant staff (i.e. direct reports and any others performing important tasks) assigned to the contract.

This section shall also include cameo resumes of all staff identified above. The cameos shall include a summary of relevant project management and work experience, years of relevant experience, the current and proposed location of the person, a statement of availability, and identification of the firm this person is employed by. Two references shall be provided for each key staff member. This section shall also include a table of each key person showing their availability for the duration of this work as well as any commitment to other projects.

15.4 Experience of Firms

Relevant experience of the consultant/team included in this RFQ shall be identified. Include project descriptions, status of the project, and dollar value of services provided. Clearly identify the role of key staff identified herein, and identify current client references. The focus should be on experience, analysis, and documentation for similar projects. Only recent projects, preferably environmental work for airport projects completed in the past five years, should be included in this section. Do not include projects by the firm unless the key staff proposed had a significant role in the project. A list of documents prepared, indicating those not challenged in court and those challenged and upheld in court, shall be provided.

The consultant/team shall demonstrate its financial stability and capability to provide the services to meet the expectations of the City as described above. The consultant should demonstrate financial stability and capability in the following manner:

- Corporate history;
- Years in existence,
- Size of corporation, and
- Other documentation as deemed relevant.

15.5 Appendices

Full resumes of proposed staff shall be included in this section. Relevant consultant/team project information may also be included in this section. However, other than staff resumes, firm information and general marketing materials will not be considered in the ranking of the firms submitting the Statement of Qualifications. There is no page limit in this section.

16. EVALUATION PROCESS AND CRITERIA

The City Engineer will appoint a selection panel to evaluate the Statement of Qualifications. Each member of the selection panel will evaluate each submittal using a 100-point scale and the evaluation criteria listed below to calculate a “submittal score” for each consultant/team.

WRITTEN PROPOSAL EVALUATION CRITERIA:

- | | |
|---|-----------|
| 1. Understanding of City’s project needs, issues and approach to the preparation of environmental documentation for the Long Beach Airport Terminal Area Improvements. | 25 Points |
| 2. Experience completing similar work, especially in the preparation of environmental documents for Airport work and conducting public hearings and outreach meetings for sensitive projects. | 25 Points |
| 3. Quality and availability/current workload of proposed staff | 15 Points |
| 4. References & record of environmental documents not challenged in court and challenged and upheld in court. | 20 Points |
| 5. Record of previous budget and schedule project performance. | 15 Points |

TOTAL POSSIBLE SCORE	100 Points
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Each member will then rank the consultants/teams by their respective “submittal score.” The selection panel will convene to discuss and evaluate scoring, and to select a short list of the top-ranked consultants/teams based upon the rankings (not scores) of the submitting consultants/teams.

Short-listed consultants/teams will be invited to respond to questions about their submittals at an oral interview. Presenters will be expected to participate in the interview to a degree commensurate with their role in the consultant’s/team’s submittal. Notification to the short-listed consultants/teams will include a time limit for their presentation after which the selection panel will evaluate each presentation using a 100-point scale and the following evaluation criteria to calculate an “oral-interview score” for each short-listed firm.

**EVALUATION CRITERIA FOR
ORAL PRESENTATIONS OF TOP RANKED CONSULTANTS:**

1. Proposed team members' communications skills.	20 Points
2. Demonstrated efficient use of proposed staff.	10 Points
3. Demonstrated history of working together and cooperation among team members and proposed subconsultants.	10 Points
4. Firm's prior experience with and approach to the preparation of environmental documents for airport projects and record of documents prepared not challenged in court and/or upheld in court.	20 Points
5. Firm's prior experience with professionally and successfully conducting public meetings for sensitive projects.	20 Points
6. Responses to questions.	20 Points
TOTAL POSSIBLE SCORE	100 Points

After the oral interviews are complete, each selection panel member will rank the consultants by their respective "oral-interview score" (scores and rankings from the written evaluations are not considered). The selection panel will determine the highest qualified firm based on the rankings (not scores) of the oral interviews. The City Engineer will submit the recommendation of the selection panel to the City Council for approval.

Upon selection of the successful firm and prior to the start of the contract negotiations, the Consultant is required to submit to the City with the initial cost proposal, the required insurance certificates for the Consultant and its subconsultants.

17. NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL OFFERERS

The City Engineer shall notify all of the consultants/teams of the selection panel's recommendation once the recommendation is transmitted to the City Council. Consultants desiring a debriefing will be allowed to make an appointment with the City Engineer's Project Manager. Debriefings will not be scheduled until the City Council has acted on the recommendation of the selection panel.

18. ADDITIONAL INFORMATION

18.1 POLICY ON DISADVANTAGED, MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to encourage the use of Disadvantaged-, Minority- or Women-Owned Business Enterprises in all aspects of contracting relating to construction, materials and services, professional services, land development related activities, leases and concessions.

Whenever possible, the Consultant should seek to accomplish a goal of at least fifteen percent (15%) MBE/DBE participation and fifteen percent (15%) WBE participation.

18.2 EQUAL EMPLOYMENT OPPORTUNITY

The City of Long Beach is an equal opportunity employer and requires all consultants to comply with policies and regulations concerning equal employment opportunity.

18.3 CONFLICT OF INTEREST

The consultant may be required to complete conflict of interest forms. Additionally, if selected to provide the required services, the consultant's firms or its subsidiaries may not be allowed to propose or bid on other aspects of the projects.

18.4 USE TAX

The consultant shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its contracts. The use tax, which is self-accrued, will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

18.5 **INSURANCE**

Should a contract be awarded to your firm, you must comply with the insurance specifications in the City's Standard Agreement:

- a) Insurance coverage must be provided by a company that is admitted to write in California and has a rating of A:VIII by A.M. Best & Company.
- b) An endorsement naming the City of Long Beach as additional insured on the general liability policy. Coverage equal to \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate is required.
- c) A minimum of \$1,000,000 aggregate combined single limit in professional liability insurance.
- d) Workers' compensation insurance as required by the Labor Code of the State of California.
- e) Automobile liability insurance not less than \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

Appendix A

(Draft Scope of Work)

Draft Scope of Work

The following is a draft Scope of Work for the Preparation of Environmental Documentation for Long Beach Airport Terminal Area Improvements. Upon selection of a consultant/team by the City, the selected consultant/team shall prepare a detailed final Scope of Work to be approved by the City during the negotiation process.

General

The final Scope of Work shall include all required components of the environmental documentation process, which shall include, but not be limited to, the following:

- The collection, review, and synthesis of data, ordinances, studies, and past environmental documents relevant to the proposed improvements;
- The preparation of technical studies determined required by the consultant/team to supplement the existing studies and data;
- The preparation of an initial study and draft Environmental Impact Report, or other document if determined appropriate;
- Conducting public outreach meetings and public hearings;
- The preparation of responses to comments on the draft Environmental Impact Report (or other document if determined appropriate);
- The preparation of the final Environmental Impact Report;
- Issuing the Notice of Determination and Record of Decision;
- The preparation and processing of corresponding federal documentation;
- All tasks associated with the above components.

Project Description

The Airport Terminal Area Improvements include the proposed projects described below.

1. South Holdroom, Security Screening Area and Baggage Claim Area Improvements
 - a. The proposed holdroom will consist of a 12,000 square foot first floor for passenger holding and a 12,000 square foot second floor for offices for security, airport, and airline personnel.

- b. The proposed baggage claim area will include 3 new bag carousels with a public circulation area over 19,000 square feet. The area will be covered by a sprinklered and lighted canopy. The area will also include a Bag Service Office with a public counter and bag storage area, restrooms, and a multi-purpose room designed for media use, security debriefings, etc.
- c. The proposed security screening areas will be expanded to meet the requirements of the Transportation Security Administration as well as the increase in passengers.
- d. Concession areas are proposed in the new holdroom and in the bag claim area/public circulation area south of the Terminal.

2. Parking Structures and Parking Lots

- a. A new parking structure designed for an estimated 4,000 spaces is proposed to be constructed east of the existing parking structure. The estimated number of parking spaces will be refined during the design of the structure. The structure's location will require the relocation of the east side of the Donald Douglas Drive loop. If funding for the parking structure cannot be readily obtained, the Airport would, as a temporary alternative, increase the amount of remote parking.
- b. Proposed modifications to the existing parking structure include a new façade to match the new parking structure and architecture of the Terminal Building, replacement of the existing elevator, modifications to the entrances and exits, and, constructed in and/or adjacent to the parking structure, offices for the parking management company and offices and public counters for the car rental agencies.
- c. Proposed modifications to surface lots will include modified access points, refencing, restriping, signage, etc.

3. North Holdroom, Baggage Claim and Concession Area/Restrooms

- a. The proposed holdroom will be a permanent structure to replace the temporary north holdroom facility which is 8,640 square feet. The proposed holdroom would have a second floor in equal size to the first for offices serving security personnel and airline functions.
- b. The existing baggage claim device will be improved.
- c. Concession area and restrooms are proposed for north of the Terminal.

4. Traffic and Pedestrian Circulation Improvements

Proposed improvements will include the extension of the south side of the Donald Douglas Drive loop to exit onto Lakewood Boulevard and the addition and/or modifications of walkways (some to be covered by canopies), signage, lighting and pavement markings to aid in the safe movement of vehicular and pedestrian traffic through the parking structures, lots and Terminal area.

5. Air Carrier Ramp Parking

This proposed improvement will consist of the increase of the air carrier ramp to the north and/or south, which is needed for the parking of commercial and commuter aircraft. This will result in the displacement of some general aviation parking or aircraft manufacturing facilities and will require the take-back of property currently leased. By lease terms, the areas can be taken back, provided the Airport provides written notification with the appropriate advance notice.

Regulations and Guidelines

The environmental documentation shall comply with the appropriate provisions of the National Environmental Policy Act of 1969 (NEPA), Federal Aviation Administration (FAA) Order 5050.4A, "Airport Environmental Handbook," FAA Order 1050.1D, "Policies and Procedures for Considering Environmental Impacts," and State CEQA guidelines.

Environmental Issues

The consultant/team shall address environmental issues that are typically associated with airport planning, development, and operation.

The City will provide the consultant/team copies of all existing pertinent documents, studies, and data. Consultant/team shall review material to determine if additional studies are warranted. The City will expect the consultant/team to utilize its professional expertise to advise on the specific environmental issues and supplemental technical reports that must be appropriately developed to create a legally sufficient environmental document.

This task will require coordination with consulting firms currently under contract with the City for the design of the proposed improvements.

Environmental Impacts

The City's intent is to accommodate the number of flights and resulting passengers allowed by Chapter 16.43 of the Municipal Code. There is no intent to increase the number of flights.

Therefore, for environmental issues previously addressed in past environmental documentation, where the impacts would not change due to the fact that it is not proposed to modify the allowable number of flights (i.e., noise, air quality, traffic, etc.), appropriate background statements shall be prepared. For all other issues (i.e., aesthetics, land use, construction impacts, etc.), the consultant/team shall analyze the design alternatives for each impact and determine, where appropriate, mitigation measures or alternatives to lessen impacts.

Process

The consultant shall present a work plan for the proposed project including, but not limited to, the tasks outlined below.

Initial Study

A determination has been made that an EIR will be prepared for this project. Nevertheless, the consultant/team, in consultation with the City, shall prepare an initial study for this project in accordance with CEQA Guidelines, in order to assist in the preparation of the EIR.

Notice of Preparation and Scoping

The consultant/team shall prepare and file a Notice of Preparation (NOP) in compliance with CEQA Guidelines.

The consultant/team shall develop a list of affected agencies/organizations in cooperation with City staff. The NOP shall be delivered via certified mail to each responsible and trustee agency associated with the proposed project. The distribution list shall include the State Clearinghouse (SCH). The Notice may also be sent to public organizations and/or the surrounding property owners and residents to allow meaningful public comment. The consultant/team shall use responses to the NOP and other comments received during the scoping process to determine the scope of the impacts and alternatives addressed in the EIR.

The consultant/team shall hold scoping meetings in cooperation with City staff. At the scoping meetings, the consultant/team shall be expected to conduct the entire meeting, make the presentation, and facilitate public participation. The consultant will also be responsible for recording all comments received for purposes of the record and for response. It is assumed that a minimum of two (2) scoping meetings will be held, though more may eventually be required.

Preparation of the Draft EIR

The scope of work shall include a thorough discussion of the following components:

- **Project Description:** The project description shall be drafted in cooperation with City Public Works staff and the City Attorney and shall be approved by both departments prior to moving forward with the impact analysis.

- Existing Conditions: Environmental conditions existing at the time of the NOP should be described for each environmental issue area from a local and a regional perspective.
- Significance Criteria: The environmental checklist (CEQA Guidelines) may be used as general significance criteria for the impact analysis. In addition to the checklist, the consultant shall use criteria that are widely accepted by the technical community for the impact analysis of technical issues.
- Impact Analysis: The Draft EIR should analyze short-term, long-term, direct, indirect and cumulative impacts for all environmental issue areas identified in the Environmental Checklist (CEQA Guidelines).
- Mitigation Measures: Recommendations that would mitigate impacts shall be drafted in cooperation with City staff for each potentially significant environmental impact identified in the Draft EIR. A Mitigation Monitoring Plan shall also be developed in cooperation with City staff and included in the Draft EIR. Conclusions in terms of the residual impact of the project after the incorporation of proposed mitigation measures shall be analyzed and stated.
- Other Sections: The Draft EIR should also discuss cumulative impacts, growth inducing impacts, significant unavoidable environmental effects, and significant irreversible environmental effects associated with the proposed project, and contain an executive summary and an introduction section. The consultant shall obtain a list of projects from the City that have been recently approved or are pending approval to address cumulative impacts.
- Alternatives: A range of reasonable and feasible alternatives that would attain most of the project's basic objectives and lessen significant impacts resulting from the proposed project shall be developed throughout the scoping and documentation process in cooperation with City staff. The consultant/team shall strive to develop no fewer than three (3) alternatives, as well as the "No Project" alternative.
- Findings and Statement of Overriding Considerations: The consultant shall prepare the Findings addressing each significant environmental effect identified in the EIR. The consultant shall prepare and include in the Draft EIR a Statement of Overriding Considerations if an environmental impact cannot be mitigated to less than significant levels.

The City will expect the consultant to use its professional expertise and judgment to advise on the specific subject areas and types of technical reports that must be appropriately developed to create a legally sufficient EIR.

Screencheck Draft EIR

The consultant/team shall prepare the Screencheck Draft EIR based on technical studies and in compliance with CEQA. The consultant/team shall provide the City with sufficient copies of a "screencheck" draft of the Draft EIR in its entirety for review and comment by staff prior to the preparation of the Notice of Completion. Specific approval

of all deliverables may be required by the City Attorney. City staff will coordinate the review on the draft and return comments to the consultant.

Due to the complexity of the project, it is anticipated that several drafts of the screen check may need to be presented for internal review and comment.

The consultant/team shall incorporate City comments into the Draft EIR prior to circulation for public review. Consistent communication and review of the approach and analysis by the City is essential to the documentation process and is assumed to be included in task fees.

Notice of Completion/Public Review

The consultant/team shall prepare a Notice of Completion (NOC) in compliance with CEQA. The NOC shall be sent via certified mail to the SCH and other affected agencies (to comply with CEQA Guidelines). Interested members of the public and property owners and residents within the project vicinity shall also be mailed (regular first class postage) a copy of the NOC. The consultant/team shall prepare one electronic copy in a format that can be used for posting on Public Works' web site, one electronic copy in a format that can be forwarded to the State Clearinghouse, and one reproducible hardcopy and sufficient bound copies of the Draft EIR and technical appendices to be distributed to all responsible and trustee agencies that respond to the NOP and to the local libraries. The consultant/team shall also prepare the project mailing list in cooperation with City staff. The consultant/team will file the NOC with the County Clerk.

The consultant/team shall hold public project presentation meetings in cooperation with City staff. At the presentation meetings, the consultant/team shall be expected to conduct the entire meeting, make the presentation, and facilitate public participation. The consultant/team will also be responsible for recording all comments received for purposes of the record and for response. It is assumed that up to eight (8) presentation meetings will be held, though more may eventually be required.

Responses to Comments

The consultant/team and City staff shall jointly review public comments received during the 45-day review period. The consultant/team shall organize and draft responses to comments in cooperation with the City for inclusion in the Final EIR. Note that this task may include organization of and responses to oral comments received during public meetings. The consultant/team shall submit fifteen (15) copies of the Screencheck Draft Responses to Comments to the City for review. The consultant/team shall incorporate City's comments into the Responses to Comments. The consultant/team shall prepare one electronic copy in a format that can be used for posting on the City's web site, one reproducible hardcopy, and sufficient bound copies of the Response to Comments to be distributed to all responsible and trustee agencies that provided comments to the Draft EIR and to local libraries.

Preparation of the Final EIR

The consultant shall revise the Draft EIR to reflect City-approved changes resulting from comments received during the public review period. The consultant shall include all notices associated with the project, comments, responses to comments, the mitigation monitoring plan, technical appendices, findings, and any other related documentation as part of the Final EIR.

The consultant shall prepare one electronic copy in a format that can be used for posting on City' web site, one electronic copy in a format that can be forwarded to the State Clearinghouse, one reproducible hardcopy, and sufficient bound copies of the Final EIR and technical appendices for distribution to responsible and trustee agencies that provided comments to the Draft EIR.

Finally, the consultant shall prepare and file a Notice of Determination in compliance with CEQA.

Federal Document

The consultant/team shall determine the appropriate Federal documentation and shall prepare and process the document in accordance with the requirements and guidelines of NEPA.

Meetings

In addition to the public meetings noted above, the consultant/team shall attend bi-weekly meetings with City staff and be prepared to make a minimum of three (3) formal presentations to appointed or elected bodies.

The consultant/team shall be expected to provide consistent communication to the City throughout the process. These informal communications are assumed to be part of good project management and the project work effort as a whole.

For purposes of projecting a budget for formal meetings, the consultant/team should present a per meeting cost for attending formal meetings before appointed or elected bodies. The consultant/team shall be prepared to make a summary presentation to these bodies regarding the project and environmental documentation.

Appendix B

(Sample Pro Forma Contract)

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with _____

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has ascertained that Consultant and its employees are qualified, licensed, if so required, and experienced in performing such specialized services; and

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

A. Consultant shall furnish specialized services more particularly set forth in Exhibit "A", attached hereto and incorporated herein by this reference, in accordance with the standards of the profession, and City shall pay for said services in the manner described below, not to exceed \$ _____.

1

1 milestones for performance, if any, are met.

2 C. Consultant has requested to receive regular payments. City shall pay
3 Consultant in due course of payments following receipt from Consultant and approval by
4 City of invoices showing the services or task performed, the time expended (if billing is
5 hourly), and the name of the Project. Consultant shall certify on the invoices that
6 Consultant has performed the services in full conformance with this Agreement and is
7 entitled to receive payment. Each invoice shall be accompanied by a progress report
8 indicating the progress to date of services performed and covered by said invoice,
9 including a brief statement of any Project problems and potential causes of delay in
10 performance, and listing those services that are projected for performance by Consultant
11 during the next invoice cycle. Where billing is done and payment is made on an hourly
12 basis, the parties acknowledge that such arrangement is either customary practice for
13 Consultant's profession, industry, or business, or is necessary to satisfy audit and legal
14 requirements which may arise due to the fact that City is a municipality.

15 D. Consultant represents that Consultant has obtained all necessary
16 information on conditions and circumstances that may affect performance hereunder and
17 has conducted site visits, if necessary.

18 2. TERM. The term of this Agreement shall commence at midnight on
19 _____, 20__, and shall terminate at 11:59 p.m. on _____, 20__, unless sooner
20 terminated as provided in this Agreement, or unless the services to be performed
21 hereunder or the Project is completed sooner.

22 3. COORDINATION AND ORGANIZATION.

23 A. Consultant shall coordinate performance hereunder with City's
24 representative, if any, named in Exhibit "B", attached hereto and incorporated herein by
25 this reference. Consultant shall advise and inform City's representative of the work in
26 progress on the Project in sufficient detail so as to assist City's representative in making
27 presentations and in holding meetings for the exchange of information. City shall furnish
28 to Consultant information or materials, if any, described in Exhibit "C" attached hereto and

1 incorporated herein by this reference, and shall perform any other tasks described therein.

2 B. The parties acknowledge that a substantial inducement to City for entering
3 this Agreement was and is the reputation and skill of Consultant's key employee
4 _____. City shall have the right to approve any person proposed by Consultant
5 to replace that key employee.

6 4. INDEPENDENT CONTRACTOR. In performing services hereunder,
7 Consultant is and shall act as an independent contractor and not an employee,
8 representative, or agent of City. Consultant shall have control of Consultant's work and the
9 manner in which it is performed. Consultant shall be free to contract for similar services
10 to be performed for others during this Agreement provided, however, that Consultant acts
11 in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
12 and agrees that a) City will not withhold taxes of any kind from Consultant's compensation,
13 b) City will not secure workers' compensation or pay unemployment insurance to, for or on
14 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the
15 usual and customary rights, benefits or privileges of City employees. Consultant expressly
16 warrants that neither Consultant nor any of Consultant's employees or agents shall
17 represent themselves to be employees or agents of City.

18 5. INSURANCE. As a condition precedent to the effectiveness of this
19 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration
20 of this Agreement from insurance companies that are admitted to write insurance in
21 California or from authorized non-admitted insurance companies that have ratings of or
22 equivalent to A:VIII by A.M. Best Company the following insurance:

23 (a) Commercial general liability insurance (equivalent in scope to ISO
24 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
25 Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars
26 (\$2,000,000) general aggregate. Such coverage shall include but not be
27 limited to broad form contractual liability, cross liability, independent
28 contractors liability, and products and completed operations liability. The

1 City, its officials, employees and agents shall be named as additional
2 insureds by endorsement (on City's endorsement form or on an endorsement
3 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
4 this insurance shall contain no special limitations on the scope of protection
5 given to the City, its officials, employees and agents.

6 (b) Workers' Compensation insurance as required by the Labor Code
7 of the State of California and employer's liability insurance in an amount not
8 less than One Million Dollars (\$1,000,000).

9 (c) Professional liability or errors and omissions insurance in an
10 amount not less than One Million Dollars (\$1,000,000) per claim.

11 (d) Commercial automobile liability insurance (equivalent in scope to
12 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount
13 not less than Five Hundred Thousand Dollars (\$500,000) combined single
14 limit per accident.

15 Any self-insurance program, self-insured retention, or deductible must be
16 separately approved in writing by City's Risk Manager or designee and shall protect City,
17 its officials, employees and agents in the same manner and to the same extent as they
18 would have been protected had the policy or policies not contained retention or deductible
19 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
20 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,
21 and shall be primary and not contributing to any other insurance or self-insurance
22 maintained by City. Consultant shall notify the City in writing within five (5) days after any
23 insurance required herein has been voided by the insurer or cancelled by the insured.

24 Consultant shall require that all contractors and subcontractors which
25 Consultant uses in the performance of services hereunder maintain insurance in
26 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or
27 designee.

28 Prior to the start of performance, Consultant shall deliver to City certificates

1 of insurance and required endorsements for approval as to sufficiency and form. The
2 certificate and endorsements for each insurance policy shall contain the original signature
3 of a person authorized by that insurer to bind coverage on its behalf. In addition,
4 Consultant, shall, within thirty (30) days prior to expiration of the insurance required herein,
5 furnish to City certificates of insurance and endorsements evidencing renewal of such
6 insurance. City reserves the right to require complete certified copies of all policies of
7 Consultant and Consultant's contractors and subcontractors, at any time. Consultant shall
8 make available to City's Risk Manager or designee all books, records and other information
9 relating to the insurance coverage required herein, during normal business hours.

10 Any modification or waiver of the insurance requirements herein shall only
11 be made with the approval of City's Risk Manager or designee. Not more frequently than
12 once a year, the City's Risk Manager or designee may require that Consultant,
13 Consultant's contractors and subcontractors change the amount, scope or types of
14 coverages required herein if, in his or her sole opinion, the amount, scope, or types of
15 coverages herein are not adequate.

16 The procuring or existence of insurance shall not be construed or deemed
17 as a limitation on liability relating to Consultant's performance or as full performance of or
18 compliance with the indemnification provisions of this Agreement.

19 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contem-
20 plates the personal services of Consultant and Consultant's employees, and the parties
21 acknowledge that a substantial inducement to City for entering this Agreement was and is
22 the professional reputation and competence of Consultant and Consultant's employees.
23 Consultant shall not assign its rights or delegate its duties hereunder, or any interest
24 herein, or any portion hereof, without the prior approval of City, except that Consultant may
25 with the prior approval of the City Manager of City, assign any moneys due or to become
26 due the Consultant hereunder. Any attempted assignment or delegation shall be void, and
27 any assignee or delegate shall acquire no right or interest by reason of such attempted
28 assignment or delegation. Furthermore, Consultant shall not subcontract any portion of

1 the performance required hereunder without the prior approval of the City Manager or
2 designee, nor substitute an approved subcontractor without said prior approval to the
3 substitution. Nothing stated in this Section 6 shall prevent Consultant from employing as
4 many employees as Consultant deems necessary for performance of this Agreement.

5 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
6 certifies and shall obtain similar certifications from Consultant's employees and approved
7 subcontractors that, at the time Consultant executes this Agreement and for its duration,
8 Consultant does not and will not perform services for any other client which would create
9 a conflict, whether monetary or otherwise, as between the interests of City hereunder and
10 the interests of such other client.

11 8. MATERIALS. Consultant shall furnish all labor and supervision, supplies,
12 materials, tools, machinery, equipment, appliances, transportation, and services necessary
13 to or used in the performance of Consultant's obligations hereunder, except as stated in
14 Exhibit "C".

15 9. OWNERSHIP OF DATA. All materials, information and data prepared,
16 developed, or assembled by Consultant or furnished to Consultant in connection with this
17 Agreement, including but not limited to documents, estimates, calculations, studies, maps,
18 graphs, charts, computer disks, computer source documentation, samples, models,
19 reports, summaries, drawings, designs, notes, plans, information, material, and
20 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
21 and City shall have the unrestricted right to use and disclose the Data in any manner and
22 for any purpose without payment of further compensation to Consultant. Copies of Data
23 may be retained by Consultant but Consultant warrants that Data shall not be made
24 available to any person or entity for use without the prior approval of City. Said warranty
25 shall survive termination of this Agreement for five (5) years.

26 10. TERMINATION. Either party shall have the right to terminate this
27 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days'
28 prior notice to the other party. In the event of termination under this Section, City shall pay

1 Consultant for services satisfactorily performed and costs incurred up to the effective date
2 of termination for which Consultant has not been previously paid. The procedures for
3 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
4 termination, Consultant shall deliver to City all Data developed or accumulated in the
5 performance of this Agreement, whether in draft or final form, or in process. And,
6 Consultant acknowledges and agrees that City's obligation to make final payment is
7 conditioned on Consultant's delivery of the Data to the City.

8 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and
9 shall not disclose the Data or use the Data directly or indirectly other than in the course of
10 services provided hereunder during the term of this Agreement and for five (5) years
11 following expiration or termination of this Agreement. In addition, Consultant shall keep
12 confidential all information, whether written, oral, or visual, obtained by any means
13 whatsoever in the course of Consultant's performance hereunder for the same period of
14 time. Consultant shall not disclose any or all of the Data to any third party, nor use it for
15 Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

16 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a
17 breach of confidentiality with respect to Data that: (a) Consultant demonstrates
18 Consultant knew prior to the time City disclosed it; or (b) Is or becomes publicly available
19 without breach of this Agreement by Consultant; or (c) A third party who has a right to
20 disclose does so to Consultant without restrictions on further disclosure; or (d) Must be
21 disclosed pursuant to subpoena or court order.

22 13. WARRANTY. If, in the opinion of City, the Data or services performed
23 by Consultant requires correction during a period of _____ () months following
24 expiration or termination of this Agreement, Consultant shall make said corrections at no
25 additional charge or cost to City. The corrective action required hereunder shall be in
26 addition to any other rights or remedies that City may have.

27 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
28 amended, nor any provision or breach hereof waived, except in writing signed by the

1 parties which expressly refers to this Agreement.

2 15. LAW. This Agreement shall be governed by and construed pursuant to
3 the laws of the State of California (except those provisions of California law pertaining to
4 conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations
5 of and obtain such permits, licenses, and certificates required by all federal, state and local
6 governmental authorities.

7 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
8 constitutes the entire understanding between the parties and supersedes all other
9 agreements, oral or written, with respect to the subject matter herein.

10 17. INDEMNITY. Consultant shall, with respect to services performed in
11 connection with this Agreement, indemnify and hold harmless the City, its Boards,
12 Commissions, and their officials, employees and agents (collectively in this Section, "City")
13 from and against any and all liability, claims, demands, damage, loss, causes of action,
14 proceedings, penalties, costs and expenses (including attorney's fees, court costs, and
15 expert and witness fees)(collectively "Claims" or individually "Claim"). Claims include
16 allegations and include by way of example but are not limited to: Claims for property
17 damage, personal injury or death arising in whole or in part from any negligent act or
18 omission of Consultant, its officers, employees, agents, sub-consultants, or anyone under
19 Consultant's control (collectively "Indemnitor"); Consultant's breach of this Agreement;
20 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating
21 in any way to worker's compensation. Independent of the duty to indemnify and as a free-
22 standing duty on the part of Consultant, Consultant shall defend City and shall continue
23 such defense until the Claim is resolved, whether by settlement, judgment or otherwise.
24 No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor
25 shall be required for the duty to defend to arise. Consultant shall notify the City of any
26 claim within ten (10) days. Likewise, City shall notify Consultant of any claim, shall tender
27 the defense of such claim to Consultant, and shall assist Consultant, as may be reasonably
28 requested, in such defense.

1 18. AMBIGUITY. In the event of any conflict or ambiguity between this
2 Agreement and any Exhibit, the provisions of this Agreement shall govern.

3 19. COSTS. If there is any legal proceeding between the parties to enforce
4 or interpret this Agreement or to protect or establish any rights or remedies hereunder, the
5 prevailing party shall be entitled to its costs and expenses, including reasonable attorneys'
6 fees and court costs (including appeals).

7 20. NONDISCRIMINATION. In connection with performance of this
8 Agreement and subject to applicable rules and regulations, Consultant shall not
9 discriminate against any employee or applicant for employment because of race, religion,
10 national origin, color, age, sex, sexual orientation, AIDS, AIDS related condition, handicap,
11 disability, or Vietnam Era veteran status. Consultant shall ensure that applicants are
12 employed, and that employees are treated during their employment, without regard to
13 these bases. Such actions shall include, but not be limited to, the following: Employment,
14 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or
15 termination, rates of pay or other forms of compensation, and selection for training,
16 including apprenticeship.

17 It is the policy of City to encourage the participation of Disadvantaged,
18 Minority and Women-owned Business Enterprises in City's procurement process, and
19 Consultant agrees to use its best efforts to carry out this policy in the award of all approved
20 subcontracts to the fullest extent consistent with the efficient performance of this
21 Agreement. Consultant may rely on written representations by subcontractors regarding
22 their status. City's policy is attached as Exhibit "D" hereto. Consultant shall report to City
23 in May and in December or, in the case of short-term agreements, prior to invoicing for final
24 payment, the names of all sub-consultants engaged by Consultant for this Project and
25 information on whether or not they are a Disadvantaged, Minority or Women-Owned
26 Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
27 637).

28 21. NOTICES. Any notice or approval required hereunder by either party

1 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
2 class, postage prepaid, addressed to Consultant at the address first stated herein, and to
3 the City at 333 West Ocean Boulevard, Long Beach, California 90802, Attention: City
4 Manager with a copy to the City Engineer at the same address. Notice of change of
5 address shall be given in the same manner as stated herein for other notices. Notice shall
6 be deemed given on the date deposited in the mail or on the date personal delivery is
7 made, whichever first occurs.

8 22. REDESIGN. If the Project involves construction and the scope of work
9 or services requires Consultant to prepare plans and specifications with an estimate of the
10 cost of construction, then Consultant may be required to modify the plans and
11 specifications, any construction documents relating thereto, and Consultant's estimate, at
12 no cost to City, when the lowest bid for construction received by City exceeds by more than
13 ten percent (10%) Consultant's estimate. Said modification shall be submitted in a timely
14 fashion to allow City to receive new bids within four (4) months of the date on which the
15 original plans and specifications were submitted by Consultant.

16 23. COPYRIGHTS AND PATENT RIGHTS. A. Consultant shall place the
17 following copyright protection on all Data: © City of Long Beach, California ____, inserting
18 the appropriate year.

19 B. City reserves the exclusive right to seek and obtain a patent or copyright
20 registration on any Data or other result arising from Consultant's performance of this
21 Agreement. By executing this Agreement, Consultant assigns any ownership interest
22 Consultant may have in the Data to the City.

23 C. Consultant warrants that the Data does not violate or infringe any patent,
24 copyright, trade secret or other proprietary right of any other party. Consultant agrees to
25 and shall protect, defend, indemnify and hold City, its officials and employees harmless
26 from any and all claims, demands, damages, loss, liability, causes of action, costs or
27 expenses (including reasonable attorneys' fees) whether or not reduced to judgment,
28 arising from any breach or alleged breach of this warranty.

1 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that
2 Consultant has not employed or retained any entity or person to solicit or obtain this
3 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
4 commission, or other monies based on or from the award of this Agreement. If Consultant
5 breaches this warranty, City shall have the right to terminate this Agreement immediately
6 notwithstanding the provisions of Section 10 hereof or, in its discretion, to deduct from
7 payments due under this Agreement or otherwise recover the full amount of such fee,
8 commission, or other monies.

9 25. WAIVER. The acceptance of any services or the payment of any money
10 by City shall not operate as a waiver of any provision of this Agreement, or of any right to
11 damages or indemnity stated in this Agreement. The waiver of any breach of this
12 Agreement shall not constitute a waiver of any other or subsequent breach of this
13 Agreement.

14 26. CONTINUATION. Termination or expiration of this Agreement shall not
15 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17,
16 19, 23, and 29 prior to termination or expiration of this Agreement, and shall not extinguish
17 any warranties hereunder.

18 27. TAX REPORTING. As required by federal and state law, City is
19 obligated to and will report the payment of compensation to Consultant on Form 1099-
20 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
21 resulting from payments under this Agreement. Consultant's Employer Identification
22 Number is _____. If Consultant has a Social Security Number rather than an
23 Employer Identification Number, then Consultant shall submit that Social Security Number
24 in writing to City's Accounts Payable, Department of Financial Management. Consultant
25 acknowledges and agrees that City has no obligation to pay Consultant hereunder until
26 Consultant provides one of the aforesaid Numbers.

27 28. ADVERTISING. Consultant shall not use the name of City, its officials
28 or employees in any advertising or solicitation for business, nor as a reference, without the

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 prior approval of the City Manager or designee.

2 29. AUDIT. City shall have the right at all reasonable times during the term
3 of this Agreement and for a period of five (5) years after termination or expiration of this
4 Agreement to examine, audit, inspect, review, extract information from, and copy all books,
5 records, accounts, and other documents of Consultant relating to this Agreement.

6 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
7 designed to or entered for the purpose of creating any benefit or right for any person or
8 entity of any kind that is not a party to this Agreement.

9 IN WITNESS WHEREOF, the parties hereto have caused this document to
10 be duly executed with all formalities required by law as of the date first stated herein.

11 (Name of Consultant), a _____
12 (corporation, partnership, individual)

13 _____, 20__

14 By _____
15 President

15 _____, 20__

16 By _____
17 Secretary

18 "Consultant"

19 CITY OF LONG BEACH, a municipal corporation

20 _____, 20__

21 By _____
22 City Manager

23 "City"

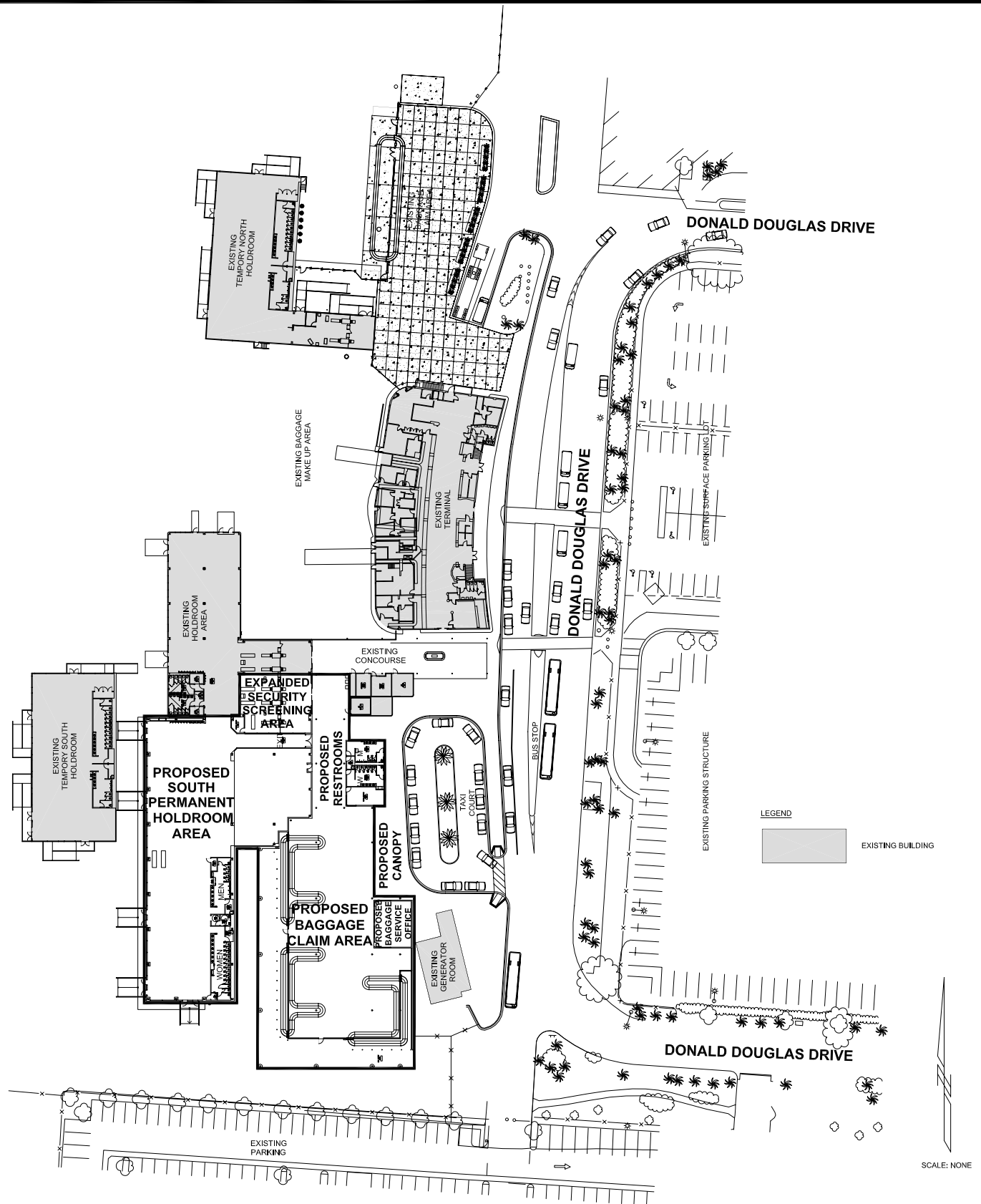
24 This Agreement is approved as to form on _____, 20__.

25 ROBERT E. SHANNON, City Attorney

26 By _____
27 Deputy

Appendix C

- a) Layout of Proposed Airport Terminal Area Improvements
- b) Layout of Existing and Proposed Parking Structures and Surface Lots
- c) Ordinance No. C-7496; Planned Development District No. 12



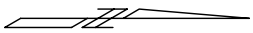
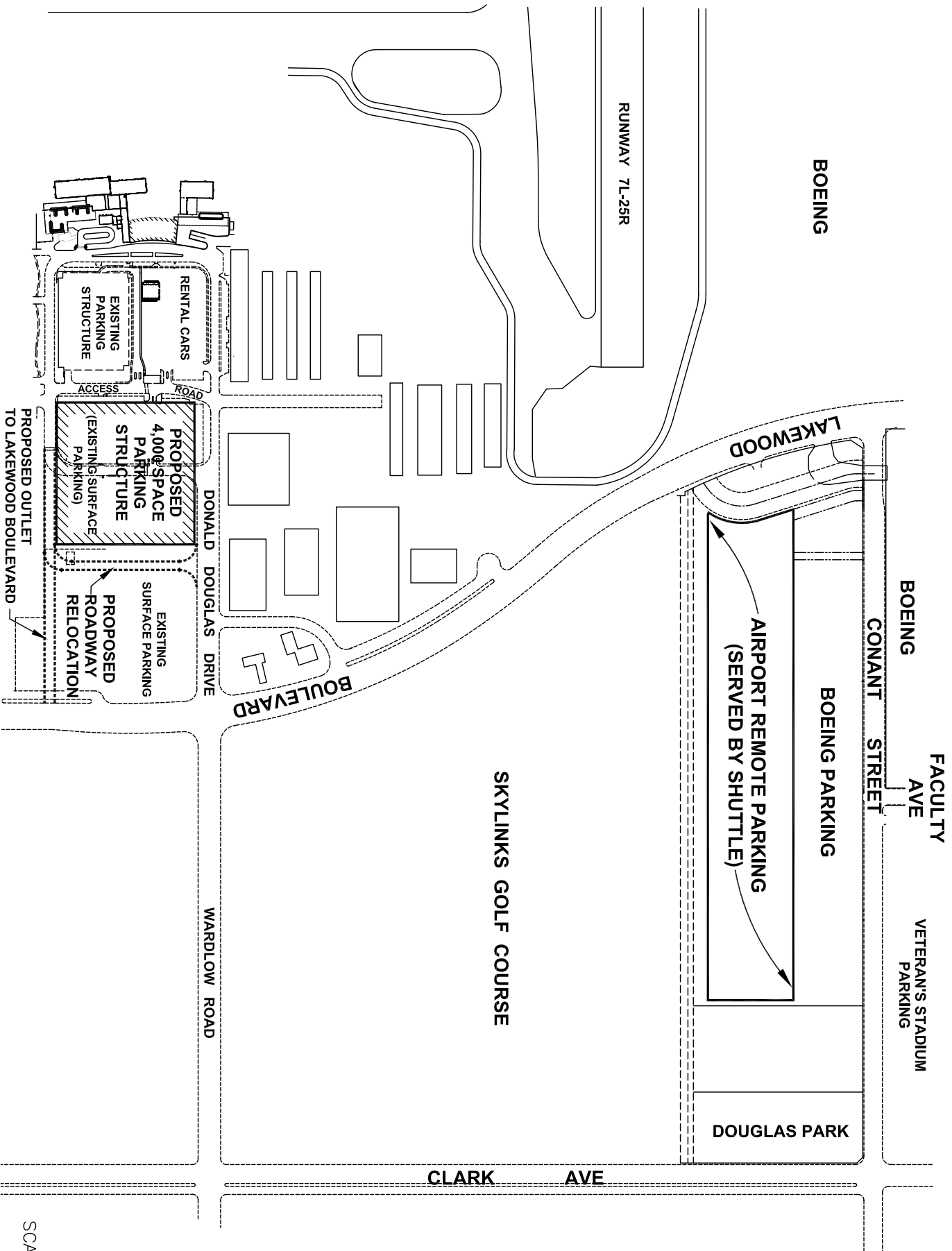
CITY OF LONG BEACH - CALIFORNIA
DEPARTMENT OF PUBLIC WORKS, ENGINEERING BUREAU

AIRPORT TERMINAL AREA IMPROVEMENTS

PROPOSED

HOLDROOM, SECURITY SCREENING AND BAGGAGE CLAIM IMPROVEMENTS

FN: ProposedHoldroom



SCALE: NONE

LONG BEACH AIRPORT EXISTING AND PROPOSED PARKING

Appendix D

(Map to Pre-Submittal Conference)

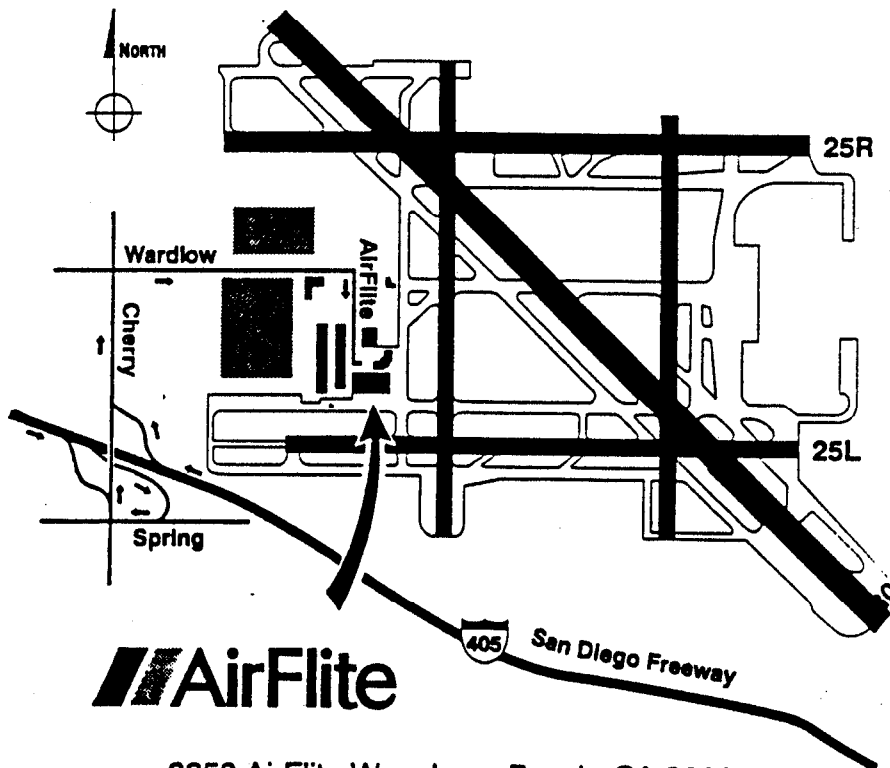
Directions to AirFlite

From the 405 Freeway, Traveling South:

Take the Cherry Ave./Spring St. Exit.
Head north on Cherry Ave., and turn right on Wardlow Rd.
Travel to the end of Wardlow Rd. past the Douglas C-17
building. Turn right on AirFlight Way.

From the 405 Freeway, Traveling North:

Take the Cherry Ave. North Exit.
Head north on Cherry Ave., and follow same directions
as for 405 South.



AirFlite

3250 AirFlite Way, Long Beach, CA 90807

562-490-6200 • 1-800-241-3548